



Matthew W. Gissendanner
Assistant General Counsel

matthew.gissendanner@scana.com

August 14, 2017

VIA ELECTRONIC FILING

Mr. Josh Minges, Esquire
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

RE: Tehran Scott v. South Carolina Electric & Gas Company
Answer and Motion to Dismiss of South Carolina Electric & Gas
Company
Docket No. 2017-247-E

Dear Mr. Minges:

On or about August 3, 2017, Mr. Tehran Scott commenced the instant action by filing a Complaint with the Public Service Commission of South Carolina ("Commission"). By way of this letter, South Carolina Electric & Gas Company ("SCE&G") hereby responds to the Complaint and respectfully requests that the Commission dismiss Mr. Scott's Complaint on the grounds that he has failed to state a claim upon which relief can be granted. While the Commission is considering SCE&G's request, the Company also requests that the Commission toll the hearing date and the deadlines for filing testimony for all parties in the above-referenced docket.

In his Complaint, Mr. Scott alleges that he was "overcharged on [his] deposit," that the "arrangement that was discussed did not happen," and that "[he] keep[s] getting misinformation from rep[resentative]s." Based on these allegations, Mr. Scott requests a "refund and compensation for overcharge."

Put simply, Mr. Scott's Complaint is meritless. He does not allege that SCE&G has violated any applicable statute, law, regulation or order within the Commission's jurisdiction. Because he fails to do so, this Complaint should be dismissed.

In response to Mr. Scott's allegations, SCE&G denies that Mr. Scott was "overcharged on [his] deposit" on his account for electric and gas service at 4216 Lester Drive in Columbia, South Carolina. SCE&G avers that Mr. Scott was assessed the maximum deposit of \$830.00 pursuant to applicable Commission regulations, on February 12, 2016, the day that he re-established an account for electric and gas service after a prior disconnection for non-payment. The Wateree Community Action

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Agency paid Mr. Scott's deposit via an \$830.00 web voucher on February 26, 2016. As a result of his recent usage history, the current maximum deposit on Mr. Scott's account is \$700.00. Because the Wateree Community Action Agency paid the deposit on Mr. Scott's account, any refund of the deposit would go to the Wateree Community Action Agency, not Mr. Scott. Given that there was no "overcharge" and that the Wateree Community Action Agency paid the deposit, there is no basis for Mr. Scott's requested relief of a "refund and compensation for overcharge."

SCE&G further avers that, on November 14, 2016, Mr. Scott made payment of \$404.00 on his account, and SCE&G offered Mr. Scott a deferred payment plan ("DPP") contract by which Mr. Scott would pay his then remaining outstanding balance of \$943.25 over four monthly installments—\$235.82 per month for the first 3 months and \$235.79 for the final month ("November 2016 DPP Contract"). The November 2016 DPP Contract, attached hereto as Exhibit A with confidential customer account information redacted, required that Mr. Scott pay "all Current Month Charges" in addition to the monthly DPP installments.

Mr. Scott made no payments on his account from December 2016 through March 2017 and exercised his right to present a medical certificate to avoid disconnection of service in January, February, and March.

By statement dated March 28, 2017, SCE&G billed Mr. Scott \$2,317.04, including \$253.20 in current month charges and \$2,063.84 in past due charges. Mr. Scott made no payments in April 2017.

By statement dated April 26, 2017, SCE&G billed Mr. Scott \$2,541.49, including \$224.45 in current month charges and \$2,317.04 in past due charges. By final notice dated May 8, 2017, SCE&G advised Mr. Scott that if the past due amount of \$2,317.04 was not received by 5:00 p.m. on May 15, 2017, his service was scheduled to be disconnected.

With assistance from the South Carolina Office of Regulatory Staff ("ORS"), SCE&G reached an agreement with Mr. Scott whereby Mr. Scott would pay \$1,270.75 and a payment plan would be set up to pay the balance of \$1,270.74. Attached hereto as Exhibit B with confidential customer account information redacted is a letter dated May 18, 2017, from SCE&G to Mr. Scott detailing the agreement. Mr. Scott made payment of \$270.75 on May 18, and the Wateree Community Action Agency made payment of \$1,000.00 via web voucher, which posted on May 19.

On June 16, 2017, SCE&G offered Mr. Scott another DPP contract by which Mr. Scott would pay his then outstanding balance of \$1,537.16 ("June 2017 DPP Contract"). The June 2017 DPP Contract, attached hereto as Exhibit C with confidential customer account information redacted, required that Mr. Scott pay

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\$303.00 in earnest money by June 27, 2017, and then pay the remaining balance of \$1,234.16 in six monthly installments—\$205.70 per month for the first 5 months and \$205.66 for the final month—plus “all Current Month Charges.” With respect to the earnest amount of \$303.00, SCE&G further agreed to a short term arrangement by which Mr. Scott would pay \$143.00 toward the earnest amount by 5 p.m. on July 3, 2017.

On July 7, SCE&G cancelled the June 2017 DPP Contract for failure to pay the \$143.00 in earnest money by July 3. By final notice dated July 11, 2017, SCE&G informed Mr. Scott that “[i]f the Past Due Amount of \$1,270.74 is not received by 5:00 PM on 7/18/17, your service is scheduled to be disconnected.” The final notice is attached hereto as Exhibit D with confidential customer account information redacted. No payments have been made on Mr. Scott’s account since May 19, 2017. As such, SCE&G denies Mr. Scott’s allegation that the “arrangement that was discussed did not happen” through any fault of SCE&G; the arrangement that was discussed was set up and ultimately cancelled because Mr. Scott did not perform his obligations under the agreement.

Mr. Scott contacted ORS on July 18, requesting further payment arrangements to avoid termination of service. By letter dated July 19, 2017, the ORS informed Mr. Scott that “the Company has complied with the PSC regulations in its actions to provide you with a deferred payment arrangement in an attempt to avoid service termination for non-payment.” A copy of the ORS letter is attached hereto as Exhibit E.

By statement dated July 27, 2017, SCE&G billed Mr. Scott \$2,292.11, which included \$393.97 in current charges and \$1,898.14 in past due charges.

SCE&G denies Mr. Scott’s vague and unsupported allegation that “[he] keep[s] getting misinformation from rep[resentative]s” and demands strict proof thereof. Any statement or allegation not specifically admitted herein is denied.

In short, Mr. Scott has failed to allege a sufficient factual basis to support his claims and has failed to demonstrate that SCE&G violated any applicable statute, rule, regulation, or order under this Commission’s jurisdiction. As such, Mr. Scott’s Complaint should be dismissed.

Based upon the foregoing, SCE&G respectfully requests that Mr. Scott’s Complaint be dismissed. SCE&G further requests that, while the Commission is considering the Company’s request, the Commission toll the hearing date and the deadlines for filing testimony for all parties in this docket.

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By copy of this letter, we are serving this motion and the affidavit of Carolyn B. Frick upon Mr. Scott and enclose a certificate of service to that effect.

Moreover, by copy of this letter, we are also informing Mr. Scott that, pursuant to Commission Regulation 103-829, his response to this motion is due within ten (10) days after service of the motion. According to our calculations, Mr. Scott's response is due no later than Thursday, August 24, 2017.

If you have any questions or concerns, please do not hesitate to contact us.

Very truly yours,



Matthew W. Gissendanner

MWG/kms

cc: Tehran Scott
Dawn Hipp
C. Lessie Hammonds, Esquire
(all via electronic mail and U.S. First Class Mail w/ enclosure)



TEHRAN E SCOTT
4216 LESTER DR
COLUMBIA SC 29203-6741

Account Number: [REDACTED]
Service Address: 4216 LESTER DR

Total Amount Due as of 11/14/2016: \$943.25

DEFERRED PAYMENT PLAN CONTRACT

DPP Amount:	\$943.25	
Additional Deposit Amount:	+ \$0.00	
Contract Total:	\$943.25	
Earnest Amount Due On N/A:	- \$0.00	
Earnest Amount Due On N/A:	- \$0.00	
Balance Due In Monthly Installments:	\$943.25	Number of Months: 4

I also agree to pay South Carolina Electric and Gas Company (SCE&G) **all Current Month Charges** plus the DPP monthly amount of **\$235.82 per month for 3 month[s]** with a final amount of **\$235.79 in month 4**. A late payment charge will be applied to the Account Balance Brought Forward each month and will be included in the Current Month Charges.

Any current charges not included in this DPP contract should be paid by the due date specified on the original bill.

The first deferred payment plan (DPP) bill is due on **12/15/2016**. The remaining DPP bills are due no later than the due date specified each month on the bill.

I understand and agree that this DPP is an extension of my bill, and **further extensions will not be granted**. Payments not made by the due date or checks returned unpaid by the bank may cause my electric and/or natural gas service to be disconnected and render this agreement null and void. If my service is disconnected, I understand the total amount owed, a reconnection fee, and an additional deposit may be required to restore my service.

Contract Comments:

Customer Signature: _____

Date: 11/14/2016

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____



May 18, 2017

TEHRAN E SCOTT
4216 LESTER DR
COLUMBIA SC 29203-6741

Re: Account Number: [REDACTED]
Service Address: 4216 LESTER DR

TEHRAN E SCOTT:

We value you as a customer and want to resolve the past due balance on your account. The details below document the payment requirements for the account and may be utilized by the assistance agencies to review eligibility for assistance.

- ☐ To avoid termination of your electric and/or natural gas service, please pay at least [REDACTED], or call our office before 5:00 p.m. on [REDACTED] to make other arrangements. If your service is disconnected, the entire past due balance plus a \$25.00 reconnect fee will be required to reconnect it.
- ☐ The above referenced account has been disconnected. To reconnect your electric and/or natural gas service, the following payment must be paid. Also your account will be reviewed for an additional deposit.

Bill Amount	\$2,270.74
Reconnect Fee	
Deposit	
Other	
Other	
Total	\$2,270.74

Note: The Bill Amount includes [REDACTED] of non-utility charges.

- ☐ The account listed above has been closed. In order to re-establish service, the customer must bring a valid lease and two forms of identification to the local business office in order to apply for service.
- ☒ With an agency payment of \$1,000.00, SCE&G will work with customer on the remaining unpaid balance of \$1,270.74.

Comments: Per ORS agreement with Tehran Scott to pay \$1,270.75 on 5/18/17 and then set up a payment plan for the balance of \$1,270.74

If you have additional questions or need to complete the establishment of a satisfactory payment arrangement or complete the application process, please feel free to visit one of our business offices most convenient to you. Our business office Customer Service Representatives are available to assist you from 8:30 a.m. to 1:00 p.m. and 2:00 p.m. to 5:00 p.m. As well, our contact center representatives are available at 1-800-251-7234, 24 hours a day to assist you.

Sincerely,

SCE&G Customer Service



TEHRAN E SCOTT
4216 LESTER DR
COLUMBIA SC 29203-6741

Account Number: [REDACTED]
Service Address: 4216 LESTER DR

Total Amount Due as of 06/16/2017: \$1,537.16

DEFERRED PAYMENT PLAN CONTRACT

DPP Amount:	\$1,537.16	
Additional Deposit Amount:	+ \$0.00	
Contract Total:	\$1,537.16	
Earnest Amount Due On 06/27/2017:	- \$303.00	
Earnest Amount Due On N/A:	- \$0.00	
Balance Due In Monthly Installments:	\$1,234.16	Number of Months: 6

I also agree to pay South Carolina Electric and Gas Company (SCE&G) **all Current Month Charges** plus the DPP monthly amount of **\$205.70 per month** for **5 month[s]** with a final amount of **\$205.66 in month 6**. A late payment charge will be applied to the Account Balance Brought Forward each month and will be included in the Current Month Charges.

Any current charges not included in this DPP contract should be paid by the due date specified on the original bill.

The first deferred payment plan (DPP) bill is due on **07/18/2017**. The remaining DPP bills are due no later than the due date specified each month on the bill.

I understand and agree that this DPP is an extension of my bill, and **further extensions will not be granted**. Payments not made by the due date or checks returned unpaid by the bank may cause my electric and/or natural gas service to be disconnected and render this agreement null and void. If my service is disconnected, I understand the total amount owed, a reconnection fee, and an additional deposit may be required to restore my service.

Contract Comments:

Customer Signature: _____

Date: 06/16/2017

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____



SERVICE FOR
TEHRAN E SCOTT
4216 LESTER DR
COLUMBIA SC 29203-6741

ACCOUNT NUMBER

Exhibit D

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TOTAL AMOUNT DUE
\$1,898.14

www.sceg.com

CUSTOMER SERVICE - 24 HOURS A DAY
1-800-251-7234, toll-free

NOTICE DATE

July 11, 2017

Payment Options

Online: Visit sceg.com to pay directly from your bank account or credit card.

By Mail: Pay by check or money order using the enclosed envelope. Please do not pay by cash.

By Phone: Call 1-800-450-9160, toll-free, 24 hours a day to pay using your credit card, debit card or directly from your bank account. There is a fee of \$3.50 per transaction that BillMatrix receives for providing this service. Additional limitations may apply.

Business Office: Visit an SCE&G business office located near you to pay in person. This is a free service.

NORTH COLUMBIA OFFICE, 3000 HARDEN ST, COLUMBIA SC 29203

Authorized Payment Agencies: Visit an authorized payment location near you to pay in person. This is a free service.

ALL SC AND NC WALMARTS

A late payment charge of 1.5% will be added to any balance remaining 25 days after billing.

Unauthorized Payment Agencies: Additional payment centers may exist that are not SCE&G authorized payment agencies. While these unauthorized agencies may accept your SCE&G payment, they will charge you a fee for doing so, and your payment will be delayed in reaching SCE&G.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.



90 106

192699623

TEHRAN E SCOTT
4216 LESTER DR
COLUMBIA SC 29203-6741

FINAL NOTICE

If the Past Due Amount of \$1,270.74 is not received by 5:00 PM on 7/18/17, your service is scheduled to be disconnected.

Our records indicate an Important Notice was mailed to you with your bill.

If service is disconnected, some or all of the following may be required to restore your service:

- the total amount due for electric and/or natural gas service,
- a reconnection fee, and
- a deposit.

Please use one or more of the following payment options:

- CASH • CHECK • MONEY ORDER • CASHIER'S CHECK
- ONLINE at sceg.com (by credit card or directly from your bank account)
- BY PHONE using BillMatrix

If this notice does not agree with your records, or if you require assistance with payment options, please contact SCE&G immediately at **1-800-251-7234**. *Para mayor explicación acerca de este importante aviso, por favor llame a SCE&G y pida hablar con un representante en español.*

Before Service is Disconnected

1. You have the right to a personal interview with an SCE&G representative authorized to accept full payment or assist you in making other payment arrangements prior to disconnection. To arrange an interview, call 1-800-251-7234 between 8:00 AM and 5:00 PM Monday through Friday to reach an SCE&G representative at 220 Operation Way, Cayce, SC 29033.
2. Residential service will not be terminated from December 1 to March 31 if the customer, or a member of his household at the premises being served, furnishes SCE&G, no less than 3 days prior to termination or to the terminating crew at the time of termination, a certificate on a form provided by SCE&G and signed by (i) a licensed physician, stating that termination of electric and/or gas service would be especially dangerous to such person's health, and (ii) the customer, stating that he is unable to pay by installments. A certification expires 31 days after execution by the physician and may be renewed for an additional 30 days no more than 3 times.
3. If you are a residential customer enrolled in SCE&G's White Cross Plus+ Program, then service may only be disconnected in accordance with S.C. Code Ann. § 58-5-1110 and/or § 58-27-2510 et seq., as amended.
4. SCE&G works with its customers, including special needs customers, who require help from local agencies.
5. Call 1-800-251-7234 to have SCE&G investigate any dispute you may have concerning your service. The South Carolina Office of Regulatory Staff is available at 1-800-922-1531 to investigate and review any unresolved disputes between you and SCE&G.

Final Notice

PAST DUE AMOUNT
\$1,270.74 due 7/18/17

ACCOUNT NUMBER

TOTAL AMOUNT DUE
\$1,898.14

PO Box 100255
Columbia, SC 29202-3255

Please enter amount enclosed.

\$

Write account number on check
and make payable to SCE&G.



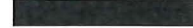


Exhibit D

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CUSTOMER SERVICE
1-800-251-7234

ACCOUNT NUMBER



NOTICE DATE
July 11, 2017

TOTAL AMOUNT DUE
\$1,898.14

www.sceg.com

Provide current mailing address:

C. DUKE SCOTT
EXECUTIVE DIRECTOR

1401 Main Street, Suite 900
Columbia, SC 29201



NANETTE S. EDWARDS
DEPUTY EXECUTIVE DIRECTOR

Toll Free: 1-800-922-1531
www.regulatorystaff.sc.gov

April B. Sharpe
Manager of Consumer Services

July 19, 2017

Tehran Scott
4216 Lester Rd
Columbia, SC 29203

Re: File No. 2016-E-1294

Dear Mr. Scott:

This letter provides the results of the South Carolina Office of Regulatory Staff's ("ORS") investigation of the complaint you filed on July 18, 2017, against South Carolina Electric & Gas ("SCE&G" or "Company"). Your complaint is in reference to a request for further payment arrangements to avoid termination of service. In your complaint you advised the ORS that your account is noticed for disconnection for non-payment. You request that SCE&G agree to stop the termination of service and work with you on another payment arrangement.

The ORS contacted SCE&G and advised the company of your request. SCE&G advised that the balance on your account is \$1898.14. The account is noticed for service disconnection for non-payment of \$1270.74. On June 16, 2017, the company agreed to setup a Deferred Payment Arrangement with terms of \$303.00 down by July 3, 2017 and \$205.70 plus bill for 6 months. This payment arrangement provides the maximum deferred payment installments per the Public Service Commission's regulations. The company advised the last payment on this account was \$1000.00 on May 19, 2017 made by an assistance agency.

The ORS staff is unable to obtain further resolution between you and the Company for extension of time to pay on the broken six month deferred payment arrangement. The ORS finds that the Company has complied with the PSC regulations in its actions to provide you with a deferred payment arrangement in an attempt to avoid service termination for non-payment.

Please be advised, you have the right to file a petition and request a hearing before the PSC if you are unable to resolve your complaint by working with the utility or the ORS. To file your complaint with the PSC, complete the Complaint Form, found on the PSC's website at www.psc.sc.gov.

In addition, please be advised that PSC regulation 103-345 (B) regarding complaints states,

"B. When the ORS has notified the electrical utility that a complaint has been received concerning a specific account, the electrical utility shall refrain from discontinuing the service of that account until the ORS's investigation is completed and the results have been received by the electrical utility. Service shall not be discontinued if the complainant requests in writing a hearing before the commission within fifteen days of the ORS mailing the results of the ORS investigation, along with a copy of regulation 103-345, to the complainant. If the complainant does not file the complaint with the commission within fifteen (15) days, service can be discontinued."

Fifteen days from the date of this letter is August 3, 2017. Please be advised, if a request for a hearing is not filed with the PSC or payment of \$1270.74 is not paid to SCE&G by the above date; the utility may proceed with service termination under the PSC regulations governing utility providers.

If you have any questions, please contact me at 803-737-5267, or via e-mail at twaller@regstaff.sc.gov.

Sincerely,



Takisha Waller, Investigator
Consumer Services
Office of Regulatory Staff

Cc. SCE&G (via e-mail)

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2017-247-E

IN RE:

Tehran Scott,

Complainant/Petitioner,

v.

South Carolina Electric & Gas Company,

Defendant/Respondent.

AFFIDAVIT

Personally appeared before me Carolyn B. Frick who, having first been duly sworn, deposes and states as follows:

1. My name is Carolyn B. Frick and I am a Lead Analyst for South Carolina Electric & Gas Company ("SCE&G" or "Company"). Among other things, I am responsible for the investigation of customer complaints received through the South Carolina Office of Regulatory Staff as well as customer complaints filed with the Public Service Commission of South Carolina ("Commission") requesting a hearing before the Commission. I am competent to make this affidavit.

2. This affidavit is based upon my personal knowledge and review of documents received and maintained in the ordinary course of business by SCE&G. I am familiar with the records of SCE&G that pertain to Mr. Tehran Scott and have personally worked on the documents and records concerning Mr. Scott.

3. I assisted SCE&G's attorney in preparing the Company's Answer and Motion to Dismiss dated August 14, 2017, which was filed in response to the Complaint of Mr. Scott dated August 2, 2017. I have read the Answer and Motion to Dismiss and verify that the information contained therein is true and accurate to best of my knowledge, information and belief.

FURTHER AFFIANT SAYETH NOT.



Carolyn B. Frick

Sworn to and subscribed before me
this 14th day of August, 2017



Notary Public for South Carolina
My Commission Expires: 09/10/19

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2017-247-E

IN RE:


Tehran Scott,)	
)	
Complainant/Petitioner)	CERTIFICATE OF
)	SERVICE
v.)	
)	
South Carolina Electric & Gas Company)	
)	
Defendant/Respondent.)	
_____)	

This is to certify that I have caused to be served this day one (1) copy of South Carolina Electric & Gas Company's **Answer and Motion to Dismiss** to the persons named below via electronic mail and U.S. First Class Mail at the addresses set forth:

Tehran Scott
4216 Lester Drive
Columbia, SC 29203
tscott803@yahoo.com

Dawn Hipp
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, SC 29201
dhipp@regstaff.sc.gov

C. Lessie Hammonds, Esquire
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, SC 29201
lhammon@regstaff.sc.gov



Karen M. Scruggs

Cayce, South Carolina

This 14th day of August 2017